

Exhibit A

OPERATING AGREEMENT

OF

152 BROADWAY HAVERSTRAW NY LLC

This Operating Agreement (this "Agreement") of 152 Broadway Haverstraw NY LLC (the "Company"), is entered into as of the 11th day of December 2009 by Joseph Goldberger and Joseph Menczer (the "Members"), as the Members of the Company.

Pursuant to and in accordance with the Limited Liability Company Law of the State of New York, as amended from time to time (the "Act"), the Members hereby state as follows:

1. Name. The name of the limited liability company shall be 152 Broadway Haverstraw NY LLC.
2. Office. The principal office of the Company is a New York Limited Liability Company, having an address at 152 Broadway, Haverstraw, NY or such other place or places as the Members shall determine.
3. Term. The term of the Company shall commence as of the date of filing of the Articles of Organization of the Company with the Department of State of the State of New York and the Company shall be dissolved and its affairs wound up as provided in said Articles, in this Agreement or as otherwise provided in said Articles, in this Agreement or as otherwise provided in the Act.
4. Purpose. The Company is formed for the purpose of engaging in any lawful act or activities for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
5. Members. The name and the mailing address of the Members are as follows:

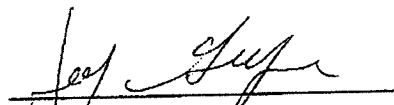
<u>Name</u>	<u>Address</u>	<u>Interest</u>
Joseph Goldberger	479 Bedford Ave, Brooklyn NY	50%
Joseph Menczer	669 Bedford Ave, Brooklyn, NY	50%

The Members are authorized to admit additional Members and/or create different classes of Members.

6. Management Powers. The business and affairs of the Company shall be managed jointly by Joseph Goldberger and Joseph Menczer.
7. Capital Contributions. The initial capitalization of the Company shall consist of \$100 contributed by the Members.

8. Additional Contributions. The Members are not required to make any additional capital contribution to the Company, provided however, that additional capital contribution may be made at such time and in such amounts as the Members shall determine.
9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated 100% to the Members.
10. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members and in accordance with the same percentages as profits and losses are allocated.
11. Assignments. The Members may not assign or transfer in whole or in part his interest in the Company.
12. Withdrawal of a Members; Termination of the Company. So long as they are the sole Members, the Members may withdraw from the Company, provided that such withdrawal from the Company shall result in the constructive termination of the Company. If there is more than one Member, then no Members shall be permitted to withdraw from the Company or demand a return or payment of his capital contribution.
13. Admission of Additional Members. The Members may cause the Company to admit one or more additional Members to the Company.
14. Liability of Members. The Members shall not have any liability for the obligation or liabilities of the Company except to the extent provided in the Act.
15. Governing Law. This Agreement shall be governed by, and constructed under, the laws of the State of New York, all rights and remedies being governed by said laws

IN WITNESS WHEREOF, the undersigned, intending to be legally bonded hereby has duly executed this Operating Agreement.


Joseph Goldberger

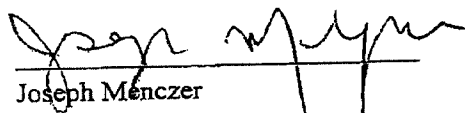

Joseph Menczer

Exhibit B

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 17-22242-rdd

4 Adv. Case No. 17-08215-rdd

5 - - - - - x

6 In the Matter of:

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8 BROADWAY EQUITY HOLDINGS LLC,

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10 Debtor.

11 - - - - - x

12 BROADWAY EQUITY HOLDINGS LLC,

13 Plaintiff,

14 v.

15 152 BROADWAY HAVERSTRAW NY LLC et al.,

16 Defendants.

17 - - - - - x

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1 United States Bankruptcy Court
2 300 Quarropas Street
3 White Plains, NY 10601
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5 October 31, 2017
6 10:45 AM
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21 B E F O R E :
22 HON ROBERT D. DRAIN
23 U.S. BANKRUPTCY JUDGE
24
25 ECRO: NAROTAM RAVI

1 HEARING re Pre-Trial Conference

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25 Transcribed by: Sonya Ledanski Hyde

1 A P P E A R A N C E S :

2

3 BACKENROTH FRANKEL & KRINSKY, LLP

4 Attorneys for the Debtors

5 800 Third Avenue, 11th Floor

6 New York, NY 10022

7

8 BY: MARK A. FRANKEL

9

10 LAW OFFICE OF JEFFREY FLEISCHMANN PC

11 Attorneys for the Defendants

12 26 Broadway

13 New York, NY 10004

14

15 BY: GARY HELLER

16 JEFFREY FLEISCHMANN

17

18 RUBIN LLC

19 Attorneys for the C. Fink Family Trust

20 345 Seventh Avenue, 21st Floor

21 New York, NY 10001

22

23 BY: PAUL A. RUBIN

24

25

1 ROBINSON BROG LEINWAND GREENE GENOVESE & GLUCK P.C.

2 Attorneys for the Debtor

3 875 Third Avenue

4 New York, NY 10022

5
6 BY: FRED B. RINGEL

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1 P R O C E E D I N G S

2 THE COURT: Okay. Last but not least is Broadway
3 Equity Holdings LLC. And, more specifically, Broadway
4 Equity Holdings LLC v. 152 Broadway Haverstraw LLC et al,
5 and the pretrial conference in that.

6 MR. RINGEL: Yes. Good morning, Your Honor. Fred
7 Ringel, Robinson Brog Leinwand Greene Genovese & Gluck, on
8 behalf of the Debtor, Broadway Equity Holdings LLC.

9 MR. RUBIN: Good morning, Your Honor. Paul Rubin
10 on behalf of the C. Fink Family Trust and the -- and the ten
11 other parties listed in my letter to Your Honor. I won't
12 name them all right now. They're the subject of this --

13 THE COURT: It's the people aligned with
14 Wertzberger and Wolcowitz?

15 MR. RUBIN: Correct.

16 THE COURT: All right. Okay.

17 MR. RUBIN: They're members -- some of them are
18 members of the Debtor; some of them are Creditors of the
19 Debtor.

20 THE COURT: Right. Okay.

21 MR. FLEISCHMANN: Good morning, Your Honor.
22 Jeffrey Fleischmann on behalf of the Defendants, or the ones
23 listed in the letter, as well.

24 THE COURT: Right. Good morning.

25 MR. FRANKEL: Mark Frankel, Backenroth Frankel &

1 Krinsky, bankruptcy counsel for the Defendants.

2 THE COURT: Okay.

3 MR. HELLER: Okay. Gary Heller. I'm of counsel
4 to Mr. Fleischmann.

5 THE COURT: Okay. Good morning. Right. So, I
6 mean, we -- a fair amount has happened in this adversary
7 proceeding since the parties were here in front of me last,
8 including an amended scheduling order and the stipulation on
9 the complaint dismissing all but the first and second
10 claims, and dealing with the motion to dismiss and the
11 motion to add parties. And there's a new motion to dismiss;
12 I guess that would be heard, if at all, later.

13 MR. RINGEL: No, Your Honor. The -- that motion
14 was resolved. Are you talking about the Sterling Bank
15 motion?

16 THE COURT: No. I thought that -- on the
17 counterclaims.

18 MR. RINGEL: Oh. That, yes, that motion is in the
19 order dealing with the causes of action, the third, fourth,
20 fifth, and sixth causes of action.

21 THE COURT: Right.

22 MR. RINGEL: Enjoining the parties and adding the
23 counterclaims. There is a scheduling order in that
24 stipulation.

25 THE COURT: Right.

Exhibit C

1

2

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

3

-----X
In re:

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BROADWAY EQUITY HOLDINGS LLC, Case No.:
17-22242

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6

DEBTOR.

7

-----X
BROADWAY EQUITY HOLDINGS LLC,

8

PLAINTIFF,

9

-against-

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152 BROADWAY HAVERSTRAW LLC, BLUE
BEVERAGE GROUP, INC., JOSEPH GOLDBERGER,
11 TOBY WEINBERGER, MFT HOLDINGS LLC,
ESTATE OF JENO GUTTMAN, RYVKIE
12 GOLDBERGER, VILLAGE OF HAVERSTRAW
RECEIVER OF TAXES, COMMISSIONER OF
13 FINANCIE OF THE COUNTY OF ROCKLAND, NEW
YORK STATE DEPARTMENT OF TAXATION AND
14 FINANCE, "JOHN DOES NO 1" through "JOHN
DOE NO 10", and said names being
15 fictitious, it being the intention of
Plaintiff to designate all persons,
16 partnerships, corporations, or other
entities in possession of the premises
17 as tenant or otherwise any/or all persons
or entities having or claiming an interest
18 in said premises,

19

DEFENDANTS.

20

-----X
(Caption continues.)

21

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DATE: April 11, 2018

23

TIME: 10:32 A.M.

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25

(DEPOSITION of JOEL WERTZBERGER)

1
2 UNITED STATES BANKRUPTCY COURT
3 SOUTHERN DISTRICT OF NEW YORK
-----X
4 BLUE BEVERAGE GROUP, INC., JOSEPH
5 GOLDBERGER and JOSEPH MENCZER,
6
7 COUNTERCLAIM PLAINTIFFS,
8
9 -against-
10 BROADWAY EQUITY HOLDINGS LLC, JOEL
11 WERTZBERGER a/k/a JOEL WURTZBERGER,
12 ARON WOLCOWITZ a/k/a ARON JACOB
13 WOLKOWITZ a/k/a JACK WALKOWITZ and
14 JUDY MINSTER,
15
16 COUNTERCLAIM DEFENDANTS.
-----X
17
18 DATE: April 11, 2018
19
20 TIME: 10:30 A.M.
21
22
23 DEPOSITION of the Counterclaim
24 Defendant, JOEL WERTZBERGER, taken by the
25 respective parties, pursuant to a Court
Order and to Federal Rules of Civil
Procedure, held at the offices of
Backenroth, Frankel & Krinsky,
LLP, 800 Third Avenue, New York, New York
10022, before Sylvia Kemp, a Notary Public
of the State of New York.

1

2

A P P E A R A N C E S:

3

4

ROBINSON BROG LEINWAND GREENE GENOVESE &
GLUCK, P.C.

5

Attorneys for the Plaintiff
BROADWAY EQUITY HOLDINGS, LLC

6

875 Third Avenue

7

New York, New York 10022

8

BY: FRED B. RINGEL, ESQ.

9

10

LAW OFFICES OF JEFFREY FLEISCHMANN, P.C.

11

Attorneys for the Defendants/
Counterclaim Plaintiffs

12

152 BROADWAY HAVERSTRAW LLC, BLUE
BEVERAGE GROUP, INC., JOSEPH

13

GOLDBERGER, TOBY WEINBERGER, MFT
HOLDINGS LLC

14

150 Broadway, Suite 900

15

New York, New York 10038

16

BY: JEFFREY FLEISCHMANN, ESQ.

17

18

RUBIN, LLC

19

Attorneys for Counterclaim Defendant
JOEL WERTZBERGER

20

345 Seventh Avenue, 21st Floor

21

New York, New York 10001

22

BY: PAUL RUBIN, ESQ.

23

24

ALSO PRESENT:

25

JOSEPH GOLDBERGER

26

ABRAHAM BACKENROTH, ESQ.,

27

Backenroth, Frankel & Krinsky, LLP

28

JOSEPH MENCZER

29

JUDY MINSTER

30

1 J. WERTZBERGER

2 foundation.

3 A. Other than a general description I
4 just gave you, I don't recall the specific
5 details of what I asked and words I used, et
6 cetera.

7 Q. How long ago did you have that
8 conversation?

9 MR. RUBIN: Objection. Lacks
10 foundation.

11 A. I believe in 2015.

12 Q. So you haven't discussed the case
13 with Ms. Minster since 2015?

14 MR. RUBIN: Objection. Lacks
15 foundation.

16 A. Since 2015, I have talked with
17 Ms. Minster at times about the case.

18 Q. What did you say to her?

19 MR. RUBIN: Objection. Asked and
20 answered.

21 MR. BACKENROTH: You have to
22 answer the question. His objection is
23 federal stipulations which means he
24 reserves his objections for trial but
25 you have to answer the question.

1 J. WERTZBERGER

2 MR. RUBIN: Counsel, are you
3 taking the deposition or is he taking
4 the deposition?

5 MR. BACKENROTH: No, I want to
6 make it clear so we don't have a
7 problem because he is sitting there and
8 not answering questions. We are not
9 taking a video of this so I want to
10 make it clear the man is supposed to be
11 answering the questions and not sitting
12 there and not responding.

13 MR. RUBIN: I think he is thinking
14 because he is trying to answer the
15 questions and asked three times. There
16 should be one person asking the
17 questions.

18 MR. BACKENROTH: The man testified
19 that in addition to the period of time
20 2015 he had other conversations from
21 time to time. We are trying to explore
22 what are those conversations and what
23 those times to times are.

24 MR. RUBIN: He didn't say times to
25 times.

1 J. WERTZBERGER

2 MR. BACKENROTH: Yes he did, the
3 record speaks for itself.

4 MR. RUBIN: Do you want to take
5 the deposition?

6 MR. BACKENROTH: No, I want to
7 make sure it moves.

8 MR. RUBIN: But there should be
9 only one person asking the questions
10 and following up with the witness, not
11 two people.

12 MR. RINGEL: Your explanation was
13 given but I don't think you were in the
14 room but Jeffrey did in the beginning
15 when he explained the deposition that
16 he has to answer any questions unless
17 directed not to answer.

18 MR. BACKENROTH: But the witness
19 was not responding, he was sitting
20 there and that is the reason I
21 interjected.

22 MR. RUBIN: The witness is
23 thinking because he was asked questions
24 about conversations over a few years.

25 A. I ask you to give me a chance to

1 J. WERTZBERGER

2 answer the questions and not interject your
3 record.

4 MR. BACKENROTH: The impression I
5 got was you were simply not answering
6 but if you are thinking then give us an
7 answer when you are finished thinking.

8 A. I don't have specific
9 recollections of what I said or she would
10 answer but I know I discussed the case with
11 her.

12 Q. How many times do you recall
13 discussing the case with her?

14 A. Say at least five or six times.

15 Q. Do you recall when?

16 A. Between the period 2015 and
17 present.

18 Q. Do you recall the dates or an
19 approximation thereof?

20 A. Between the period of 2015 and
21 2018.

22 Q. Let's break it down. I think you
23 said the first conversation was in 2015. Is
24 that right?

25 A. First conversation was before the

1 J. WERTZBERGER

2 or anything like that?

3 MR. RUBIN: Objection to form.

4 A. No.

5 Q. Would you call it a holding
6 company?

7 MR. RUBIN: Objection to form,
8 lacks foundation.

9 MR. BACKENROTH: You are objecting
10 as to form and you are reserving your
11 right to object to trial. However in
12 the deposition, he must answer the
13 question. That is what it means
14 because it is federal stipulations.

15 Q. What is the answer?

16 A. I want to ask you to define what
17 you mean by that question.

18 Q. I guess in my mind the holding
19 company is something that doesn't have
20 necessarily a business purpose but is an LLC
21 used for various reasons. Is that a fair
22 explanation of what Hamilton East Man
23 Capital is?

24 A. It is not a single purpose entity
25 so the opposite of a single purpose entity

1 J. WERTZBERGER

2 MR. RUBIN: Objection to form.

3 A. We went through each individual
4 and I took the time to answer them and I
5 believe I answered them correctly.

6 Q. I didn't ask you if you are the
7 authorized signatory and now I'm asking you
8 that because that is something you brought
9 up.

10 MR. RUBIN: Objection to form.
11 Specify what purpose you are asking?

12 MR. BACKENROTH: He doesn't have
13 to.

14 MR. RUBIN: I can object to the
15 form.

16 MR. BACKENROTH: Reserve your
17 objections to the trial if you want to.
18 That is the federal stips.

19 A. I believe I have been authorized
20 to sign for Hamilton East Man in the past.
21 I believe I have been authorized to sign on
22 behalf of Elfie in the past. I believe I
23 was been authorized to sign on behalf of
24 Katersky in the past. I'm not sure as to
25 Woodmere Funding.

1 J. WERTZBERGER

2 MR. RUBIN: Objection to form.

3 A. We went through each individual
4 and I took the time to answer them and I
5 believe I answered them correctly.

6 Q. I didn't ask you if you are the
7 authorized signatory and now I'm asking you
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19 A. I believe I have been authorized
20 to sign for Hamilton East Man in the past.
21 I believe I have been authorized to sign on
22 behalf of Elfie in the past. I believe I
23 was been authorized to sign on behalf of
24 Katersky in the past. I'm not sure as to
25 Woodmere Funding.

1 J. WERTZBERGER

2 go ahead.

3 Q. How many computers do you have?

4 MR. RUBIN: Objection to form.

5 A. I have two computers.

6 Q. Where are they located?

7 A. At 11 Ocean Parkway, Brooklyn, New
8 York.

9 Q. Have you had those computers since
10 2014?

11 A. Yes. Sorry, one of them yes. One
12 of them no.

13 Q. How about since 2012, have you had
14 those computers since then?

15 MR. RUBIN: Objection to form.

16 A. I'm not sure.

17 Q. In 2012, do you recall how many
18 computers you had?

19 MR. RUBIN: Objection to form.

20 A. No. For the record,
21 Mr. Goldberger is taking phone calls and
22 disturbing the deposition.

23 MR. BACKENROTH: For the record,
24 you took an enormous amount of time and
25 I can understand why you didn't want

1 J. WERTZBERGER

2 this video.

3 MR. RUBIN: Stop it. That is
4 improper. We don't need
5 characterizations. He should shut it
6 off, I agree. There is one person
7 asking questions. It is not proper for
8 you to characterize his testimony. You
9 have not been involved in this case for
10 months, you have not shown up in court,
11 you have not been on any telephone
12 calls, don't know anything about this
13 case, and to insult the client as he is
14 testifying is improper.

15 MR. BACKENROTH: As I said, you
16 didn't want this video because you
17 didn't want it to appear so it is fine.
18 Everyone reserves their rights. It was
19 uncalled for your comment that I was
20 going to tell Mr. Goldberger to go
21 outside and he has to make the phone
22 call.

23 MR. RUBIN: You attacked the
24 witness.

25 MR. BACKENROTH: You attacked me

1 J. WERTZBERGER

2 The fact of the matter is your attorney
3 has a right to raise an objection, he
4 can preserve that for trial. It is a
5 question of relevancy under federal
6 stip. He must answer the question and
7 I'm simply objecting.

8 MR. RUBIN: I'm asking for you to
9 present to me a good faith basis why
10 this is a good faith question.

11 MR. BACKENROTH: We are not
12 required to do that in a deposition.
13 It is our deposition, not yours so we
14 ask the witness to answer the question.
15 Reserve your question for trial.

16 MR. RUBIN: I ask the witness to
17 testify if there is some business
18 connection with Mr. Rubenstein to the
19 adversary proceeding...

20 MR. BACKENROTH: No, we want the
21 question posed to him. Unless you are
22 objecting and directing him not to
23 answer the question, we will have a
24 ruling from the judge.

25 MR. RUBIN: You are interrupting

1 J. WERTZBERGER

2 what I'm saying to the client so let me
3 say without being interrupted.

4 MR. BACKENROTH: Don't change the
5 question.

6 MR. RUBIN: Don't raise your
7 voice.

8 MR. BACKENROTH: I'm not raising
9 my voice. This is the way I normally
10 speak.

11 MR. RUBIN: I spoke with you many
12 times over many years and you are
13 louder than others.

14 MR. BACKENROTH: I apologize but
15 the point is the same.

16 MR. RUBIN: There is one person
17 asking questions and this is a tag team
18 that is improper. We will go to the
19 judge and I'll ask for direction that
20 only one person asks questions.

21 MR. BACKENROTH: You can ask
22 whatever you want when we go to the
23 judge.

24 MR. RUBIN: It is appropriate for
25 the client to answer the question if it

1 J. WERTZBERGER
2 relates to the business relationship
3 that he has that relates to the subject
4 matter of this adversary proceeding
5 which is the note and mortgage in
6 foreclosure. If you are asking about
7 business relationships that you have
8 that are unrelated to this adversarial
9 proceeding, I can understand why he
10 doesn't want to answer the question and
11 you can take it up with the judge if
12 you want to push it.

13 MR. BACKENROTH: You will direct
14 him not to answer the question that
15 relates to his general business
16 relationship with this individual?

17 MR. RUBIN: That is not what I
18 said. He understands what I said and
19 please don't restate it.

20 MR. BACKENROTH: I heard you very
21 well. You wanted to change the nature
22 of the question. We are inquiring
23 concerning the general business
24 relationship between this individual
25 and the person giving the testimony.

1 J. WERTZBERGER

2 MR. RUBIN: You can ask about
3 general business relationship that is
4 different than anything specific so you
5 can ask him in general.

6 MR. BACKENROTH: First I'll ask
7 general and then some specifics.

8 A. I again ask Mr. Fleischmann to
9 speak to me, and if Mr. Backenroth has
10 something to say he should go through
11 Mr. Fleischmann and not yelling because he
12 is overpowering the room.

13 MR. BACKENROTH: That is not your
14 prerogative and you are not here to
15 give me directions. You are here to
16 answer questions as a witness.

17 MR. RINGEL: There should be one
18 questioner. I haven't said anything.
19 This should be one questioner. If you
20 want to talk to Jeffrey but you should
21 not address the witness if you are not
22 the questioner. He can do that if
23 necessary.

24 Q. What is the answer to my question?

25 A. He has not served as a business

1 J. WERTZBERGER

2 MR. FLEISCHMANN: No, he has not
3 answered my question.

4 MR. RUBIN: Ask your next
5 question.

6 MR. FLEISCHMANN: Mark for a
7 ruling.

8 MR. RUBIN: Since you marked it
9 for a ruling, he has not explained any
10 good faith basis for asking the
11 question. I asked him several times
12 and he has refused. It is modus
13 operandi that is improper.

14 MR. BACKENROTH: He is not
15 required to do so.

16 Q. Did you take Mr. Rubenstein's
17 advice in connection with this matter?

18 A. If he acted in various forms as
19 Counsel to me personally or to my companies,
20 I may have discussed this matter with him.

21 Q. Do you know if he discussed in his
22 capacity as an attorney or did you discuss
23 in the capacity as a fact witness?

24 A. I'm not a lawyer.

25 Q. Your discussions with

1 J. WERTZBERGER

2 Mr. Rubenstein concerning this case, were
3 they in the context of legal advice or
4 something else?

5 MR. RUBIN: Objection. Asked and
6 answered.

7 A. If I had discussions with
8 Mr. Rubenstein regarding this case, it was
9 not in a social manner. He is a lawyer and
10 generally when I speak to him I seek his
11 legal advice.

12 Q. How about in this instance?

13 A. I don't recall the details of my
14 conversation with Mr. Rubenstein. Before
15 you proceed with the questions, I want to
16 note for the record Mr. Fleischmann is
17 sometimes taking 30 seconds to ask questions
18 from when I get an answer.

19 MR. BACKENROTH: Mr. Fleischmann
20 and I were consulting and if you had a
21 video, it would be very clear that is
22 what happened.

23 Q. I want to go back to something we
24 discussed before, Fink Family IRR Trust.
25 You mentioned you know the trustee?

1 J. WERTZBERGER

2 on me I'll be dead.

3 MR. RUBIN: That is what it says
4 now shut it off.

5 MR. BACKENROTH: That is the only
6 message?

7 A. Only message I received from her
8 today.

9 Q. Can you shut your phone off now
10 please?

11 A. No.

12 MR. RUBIN: Off the record.

13 (Whereupon, an off-the-record
14 discussion was held.)

15 Q. Who were the people, other people
16 that you discussed in the context of your
17 diligence?

18 A. I speak to various individuals
19 that I think would have knowledge of other
20 businesses. It goes back to 2012. If I
21 would name you names, it would be more like
22 guessing because I don't have a particular
23 recollection of speaking to anybody though I
24 spoke to a lot of people.

25 Q. Did these discussions ultimately

1 J. WERTZBERGER

2 want me to review it for 15 minutes?

3 Q. Take your time.

4 MR. BACKENROTH: Take your 15
5 minutes.

6 A. The 15 minutes you are giving me
7 is getting in the seven-hour time slot you
8 reserved to depose me.

9 Q. Take the time you need to answer
10 my question.

11 (It is now 12:33. Whereupon, a
12 short recess was taken.)

13 A. Presumably not all the parties
14 here read Hebrew so we are going to read the
15 translation. Number 17, it doesn't have a
16 page number but has a paragraph number.
17 "Party B is authorized to obtain a mortgage
18 from the bank against the building and
19 assets of the firm both on the firm itself
20 and on the firm's buildings. Party A which
21 is a defined party (start with the caption)
22 from the memorandum, conditions and manners
23 of the provisions, conditions, and manners
24 of the sale and commitment that were
25 discussed between and negotiated between the

1 J. WERTZBERGER

2 You don't have to read it to me. Maybe you
3 misunderstood my question. I want to know
4 if you can point to a paragraph number that
5 references the question I asked.

6 MR. RUBIN: You are going to the
7 first counterclaim here.

8 MR. FLEISCHMANN: I'm not, and you
9 are making a speaking objection.

10 MR. RUBIN: I'm allowed to say.

11 MR. FLEISCHMANN: You are allowed
12 to make objections but not speaking
13 objections.

14 MR. RUBIN: You are going far
15 afield from the scope of what is
16 relevant to the adversary proceeding.

17 MR. BACKENROTH: You are
18 contemplating the document, am I
19 correct? You are not answering the
20 question.

21 A. I'm contemplating if I have the
22 mental capacity to study now a 52-page
23 agreement that speaks for itself.

24 Q. I don't think it is 52 pages.

25 A. 52-bullet point agreement that

1 J. WERTZBERGER

2 and whatever it says, it says. Correct?

3 A. Correct.

4 Q. Did there come a time after you
5 signed this document...

6 MR. RUBIN: For the record, you
7 spent 40 minutes to reach that
8 conclusion.

9 MR. BACKENROTH: He spent 40
10 minutes to get an answer from the
11 witness and...

12 MR. RUBIN: Multiple times, he
13 gave the answer multiple times.

14 MR. BACKENROTH: The record speaks
15 for itself so you make those comments,
16 I don't respond.

17 MR. RUBIN: There will be an issue
18 going over seven hours and he has
19 intention to answer a lot of questions
20 and this is wasting time.

21 A. I want both lawyers to keep the
22 voices down because I want to testify in a
23 calm fashion.

24 Q. Did you execute this agreement?

25 A. Yes.

1 J. WERTZBERGER

2 (Whereupon, an off-the-record
3 discussion was held. Also, a lunch
4 break was taken. Whereupon, a short
5 recess was taken.)

6 Q. What is Broadway Equity Holdings,
7 L LC?

8 MR. RUBIN: Objection to form.

9 A. Limited liability company formed
10 under the laws of the State of New York.
11 Just want to clarify two things before you
12 proceed with the questioning.

13 MR. BACKENROTH: There is no
14 question pending and the rules of
15 engagement is you respond to questions.
16 You don't make your own statements.
17 Your Counsel can ask you in cross
18 examination if he wants to ask you
19 something afterwards to clarify
20 something is fine. Right now, we are
21 trying to get our deposition.

22 Q. Do you know who formed Broadway
23 Equity Holdings LLC?

24 A. You mean like incorporated for the
25 state? Judy Minster.

1 J. WERTZBERGER

2 A. No.

3 Q. Do you recall asking Mr. Menczer
4 if he signed the mortgage at the closing?

5 A. I just want to answer the previous
6 question.

7 MR. BACKENROTH: Excuse me, there
8 is no question pending. On cross
9 examination, your attorney can try to
10 clean up whatever you said but right
11 now this is not appropriate.

12 MR. RUBIN: What is he saying?

13 MR. BACKENROTH: He wanted to
14 volunteer some sort of an answer.

15 MR. RINGEL: He wanted to complete
16 his answer.

17 MR. BACKENROTH: No, he wanted to
18 talk about a previous thing.

19 MR. RINGEL: I thought Mr.
20 Fleischmann was doing it?

21 MR. BACKENROTH: It doesn't make
22 any difference.

23 MR. RINGEL: It does. You don't
24 need two lawyers to do one deposition.

25 MR. BACKENROTH: This man wants to

1 J. WERTZBERGER

2 volunteer things on the record that is
3 not appropriate.

4 MR. RUBIN: He wants to answer
5 questions, that is what he is here for.

6 MR. BACKENROTH: There was no
7 question pending and, if you want, read
8 it back.

9 A. I would ask Mr. Backenroth not to
10 speak to me during the testimony. If he
11 wants, he can direct Mr. Fleischmann and ask
12 him questions to answer.

13 MR. BACKENROTH: I was directing
14 my comment to opposing Counsel. You
15 are here as a witness. If you think
16 there was a question pending, read it
17 back and see what the question is
18 pending.

19 A. I want to clarify...

20 MR. BACKENROTH: That is what we
21 are objecting to. While Counsel is
22 going through the papers for his next
23 question, this is not an opportunity
24 for him to volunteer what it is he
25 wants on the record.

1 J. WERTZBERGER

2 MR. RUBIN: Let's see what he
3 wants.

4 MR. BACKENROTH: No, that is not
5 an appropriate procedure and the reason
6 I raised it is, because as Counsel is
7 preparing to do the next question, it
8 is not an appropriate moment for him to
9 volunteer what he wishes or I wouldn't
10 say anything. The objection is
11 pending, there is no question pending,
12 and he shouldn't be answering any
13 questions period. On cross
14 examination, you can put anything you
15 want.

16 MR. RUBIN: What did you say?

17 THE WITNESS: I want to clarify
18 the question that was asked and I was
19 in the middle of answering.

20 A. I was asked if I can explain the
21 difference why one has two signatories, and
22 the document and note has two signatories,
23 and the note has one signatory. The
24 document quite clearly explains it because
25 the note is a promissory note by Blue

1 J. WERTZBERGER
2 Beverage Inc. and 152 Broadway Haverstraw NY
3 LLC while the property is owned by the
4 mortgagor 152 Broadway Haverstraw New York,
5 LLC. Therefore, only the signature line is
6 for that individual. Did that answer your
7 question?

8 Q. No.

9 MR. RUBIN: I think it answers it
10 very clearly. Mr. Backenroth should
11 withhold his comments going further.

12 MR. FLEISCHMANN: So should you.

13 MR. RUBIN: No. My client wanted
14 to speak, he was actually going to
15 answer and I had no idea what he was
16 going to say. It was right on point,
17 Counselor, so stop it.

18 MR. BACKENROTH: What was pending
19 had nothing to do with pending and he
20 seized the moment when Counsel was busy
21 preparing for his next question to
22 volunteer something on a previous
23 question, not a question pending. If
24 you don't think that is correct, we can
25 go back and read back the record.

1 J. WERTZBERGER

2 MR. RUBIN: He doesn't know what
3 questions are coming and he saw the
4 answer and he gave it.

5 MR. BACKENROTH: He wanted to
6 correct a previous answer given on a
7 previous question, not a question
8 pending in front of this deposition.

9 MR. RUBIN: He can clarify while
10 he sits there two seconds later.

11 MR. BACKENROTH: There was another
12 question pending and concluded, and now
13 he - there was no question pending and
14 that was the point. Therefore, the
15 proper procedure is not to do that.

16 MR. RUBIN: You are wasting time.

17 A. My point is that he asked the
18 question, I said I don't know the answer.
19 While he was shuffling through his
20 documents, I realized the answer and I'm
21 completing my answer. This guy is making
22 noise and I'm not listening to him. I'm
23 answering Mr. Fleischmann and not answering
24 the other person.

25 MR. BACKENROTH: So does your

1 J. WERTZBERGER

2 we have the recording of the entire closing?

3 A. That is assuming it only recorded
4 those parts, maybe more. I'll check.

5 MR. FLEISCHMANN: Please do.

6 MR. RUBIN: You are misstating the
7 testimony.

8 MR. FLEISCHMANN: That was his
9 answer.

10 MR. RUBIN: No, it was not his
11 answer. He didn't say he was recording
12 all day phone calls.

13 MR. FLEISCHMANN: Excuse me, you
14 are now testifying.

15 MR. BACKENROTH: You object when
16 someone responds to you.

17 A. He misstated the testimony.

18 MR. BACKENROTH: The man clearly
19 stated he had the thing running all day
20 long and therefore but mysteriously the
21 portion that has to do with the consent
22 is not on the recording.

23 MR. RUBIN: Why did he record?

24 MR. BACKENROTH: Because he
25 testified beforehand there was this

1 J. WERTZBERGER

2 dialogue with Mr. Feerst where he is
3 telling him he is about to record.

4 MR. RUBIN: He said he is going to
5 record.

6 MR. BACKENROTH: That is not there
7 in the recording. It is excuse me.
8 You want to clean up the record.

9 MR. RUBIN: I don't want to clean
10 up the record.

11 MR. BACKENROTH: Then you will get
12 a response if you want to do that. If
13 you don't do that, you will not get a
14 response.

15 MR. RUBIN: He misstated the
16 record.

17 A. He misstated the record but we
18 will help him keep it straight this time,
19 you understand?

20 MR. BACKENROTH: He got it very
21 straight and the record is very clear.

22 A. It is very clear the app records
23 phone calls. You are not technologically
24 savey but it is very clear to those that
25 know how the app works how it happened.

1 J. WERTZBERGER

2 MR. BACKENROTH: You want to check
3 if it recorded anything else. You did
4 record other things besides the
5 conversation?

6 A. I'm not answering your
7 questioning.

8 MR. RUBIN: If he has a recording
9 that relates to this matter, we turn it
10 over. If he has a recording what he
11 talks about dinner with his wife, we
12 don't turn that over.

13 MR. BACKENROTH: Whether a
14 telephone conversation or whether he
15 was simply recording.

16 MR. RUBIN: It has nothing to do
17 with this closing.

18 MR. FLEISCHMANN: It does.

19 MR. RUBIN: It will tell you what?

20 MR. FLEISCHMANN: Whether he is
21 lying about recording everything.

22 MR. RUBIN: He is not saying he is
23 recording everything.

24 MR. BACKENROTH: He said he
25 recorded everything.

1 J. WERTZBERGER

2 MR. RUBIN: You are misstating his
3 testimony and he is going to check the
4 app.

5 MR. BACKENROTH: We will find out
6 whether or not other things were
7 recorded besides the phone
8 conversation.

9 A. I know you are very frustrated.

10 MR. BACKENROTH: I'm not
11 frustrated, I'm perfectly calm.

12 A. No reason to argue. I also would
13 be frustrated if I were you guys.

14 MR. BACKENROTH: You can
15 characterize any way you want. It is
16 only when your Counsel tries to save
17 you from your testimony that we now
18 have this problem. Whenever you open
19 up your mouth, it is because you want
20 to clear up something. You can't do
21 that, the record is clear.

22 A. In your mind, you don't understand
23 how apps and phone work. You think things
24 were clarified. The younger generation
25 understands that nothing was clarified.

1 J. WERTZBERGER

2 MR. RUBIN: You want to ask the
3 questions instead of him?

4 MR. BACKENROTH: If you don't
5 interrupt, it will be fine. If you
6 want to testify on your own and then
7 you get offended when I respond, I'm
8 sorry. Don't do that. You have a
9 right to raise an objection as to form
10 if that is what you want to do.

11 MR. RUBIN: I object to when he
12 misstates the testimony.

13 MR. RINGEL: When he is objecting
14 to his question, you shouldn't be
15 responding. I'm not doing that and for
16 a reason.

17 MR. BACKENROTH: He has on
18 numerous occasions has volunteered his
19 testimony as to what the witness said
20 or the time changes.

21 MR. RUBIN: I always spoke up when
22 he misstated the testimony and it
23 happened a couple of times.

24 MR. BACKENROTH: The record is
25 very clear on it and anyone that reads

1 J. WERTZBERGER

2 don't recall. On the spot, I didn't
3 prepare.

4 Q. Do you recall anything as you sit
5 here today?

6 MR. RUBIN: He just testified he
7 don't recall. Then you asked him does
8 he recall.

9 MR. BACKENROTH: You wish to get a
10 response and then you get upset when I
11 respond.

12 A. I would love it when you have
13 smart things to say to say it calmly because
14 I'm trying to testify accurately and to the
15 point. Keep it calm, laugh, all okay but
16 don't yell. I can't handle it. You don't
17 want me to get up and say I can't testify so
18 please work with me. Thank you.

19 MR. FLEISCHMANN: Put a blank line
20 in the transcript for him to fill in
21 the answer to the question.

22

23 A. How I didn't close the property
24 and take title insurance example is what you
25 want?

1 J. WERTZBERGER

2 MR. RUBIN: Objection to form. He
3 is misstating the testimony. You can
4 answer.

5 A. I ask you to read my testimony as
6 it relates to this question.

7 MR. BACKENROTH: You think that is
8 appropriate having a conversation with
9 your client with a question pending? I
10 know you take a very moral position.

11 MR. RUBIN: I said to him say
12 again, I want to move on. It is after
13 6.

14 MR. BACKENROTH: That was quite a
15 conversation that took place over
16 there. Off the record.

17 (Whereupon, an off-the-record
18 discussion was held.)

19 A. There was no discussion that money
20 that I owe him will not be paid if he is not
21 going to give the affidavit.

22 Q. Didn't you testify that, if you
23 want me to do what I'm supposed to do, you
24 have to do what you are supposed to do?

25 MR. RUBIN: Objection. Misstates

1 J. WERTZBERGER

2 A. I don't think I had an interest in
3 that company, I'm not sure. I was referring
4 to a different action.

5 Q. What was the name of that action?

6 A. It was a multitude of actions
7 related to an individual Sam Sprei.

8 Q. Do you recall the name of the
9 action?

10 A. No.

11 Q. In the Mayor Rosen action, do you
12 know who retained Gail Pollack or her firm?

13 A. I will not testify to that action,
14 it is not relevant to this action.

15 MR. BACKENROTH: Really.

16 Unbelievable.

17 MR. RINGEL: Is that called for?
18 You can think it but don't verbalize
19 it.

20 MR. FLEISCHMANN: Mark for a
21 ruling.

22 Q. Do you know what Khaltoras and
23 Chaim of Rockland. Do you know what that
24 is?

25 A. It is a big community that refers

Fred B. Ringel

From: Jeffrey Fleischmann <jf@lawjf.com>
Sent: Monday, April 01, 2019 2:26 PM
To: Fred B. Ringel
Cc: Paul Rubin; abackenroth@bfklaw.com
Subject: Re: Tuesday

We aren't starting without Abe. If you scheduled a conference call at noon in spite of our meeting, then let's just start at 1 or do it a different day.

On Apr 1, 2019, at 1:42 PM, Fred B. Ringel <fbr@robinsonbrog.com> wrote:

Jeff/Paul,

A few minutes ago we got our systems back up and running so we can start tomorrow at 10 with Jeff's documents and then we will do our documents when Abe arrives. I just wanted to let you know I have to take a break from noon to 1 pm, presumably when you will want to take lunch anyway, for a conference call I was unable to rearrange.

See you tomorrow at 10.

Fred

=====

Fred B. Ringel
Robinson Brog Leinwand Greene Genovese & Gluck P.C.
875 Third Avenue, 9th Floor
New York, New York 10022
Phone: 212-603-6300
Fax: 212-956-2164

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Exhibit D

Fred B. Ringel

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Exhibit E

Rockland County Clerk Recording Cover Sheet

Received From :

IMPERIAL ABSTRACT CORP
367 ROUTE 306
MONSEY, NY 10952

Return To :

IMPERIAL ABSTRACT CORP
367 ROUTE 306
MONSEY, NY 10952

Method Returned : ERECORDING

First GRANTOR

152 HAVERSTRAW HOLDCO LLC

First GRANTEE

152 BROADWAY HAVERSTRAW NY LLC

Index Type : Land Records

Instr Number : 2019-00011018

Book : **Page :**

Type of Instrument : Deed

Type of Transaction : Deed Other

Recording Fee: \$331.00

Recording Pages : 8

The Property affected by this instrument is situated in Haverstraw, in the
County of Rockland, New York

Real Estate Transfer Tax

RETT # : 5102

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$331.00

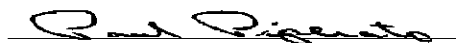
State of New York

County of Rockland

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Rockland County,
New York

On (Recorded Date) : 04/19/2019

At (Recorded Time) : 12:54:00 PM



Paul Piperato, County Clerk



QUITCLAIM DEED (INDIVIDUAL OR CORPORATION)

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR
SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 25th day of **March, 2019**, between

152 HAVERSTRAW HOLDCO LLC, a Delaware Limited Liability Company,
utilizing an address for the business as 152 Broadway, Haverstraw, New York 10927, party of
the first part, and

**152 BROADWAY HAVERSTRAW NY LLC, a New York Limited Liability
Company**, utilizing an address for the business as 152 Broadway, Haverstraw, New York 10927,
party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and No/100
dollars, lawful money of the United States, paid by the party of the second part, does hereby
remise, release and quitclaim unto the party of the second part, the heirs or successors and
assigns of the party of the second part forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and
improvements thereon erected, situate, lying and being in the **Village and Town of Haverstraw**,
County of Rockland, State of New York, being more particularly bounded and described on
Schedule A annexed hereto and made a part hereof.

BEING THE SAME PREMISES conveyed by deed dated the 6th day of April, 2017
between **152 BROADWAY HAVERSTRAW NY LLC to 152 HAVERSTRAW HOLDCO
LLC** which deed was duly recorded in the Rockland County Clerk's Office on the 15th day of
May, 2017 under Instrument No.: 2017-00015627.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to
any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first
part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part,
the heirs or successors and assigns of the party of the second part forever.

THIS DEED is prepared without the benefit of a title search and preparer disclaims any
responsibility for any matters affecting title to the property which might be disclosed by a full
and accurate title search.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants
that the party of the first part will receive the consideration for this conveyance and will hold the
right to receive such consideration as a trust fund to be applied first for the purpose of paying the

costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

152 HAVERSTRAW HOLDCO LLC

By: 
JOSEPH GOLDBERGER, Member

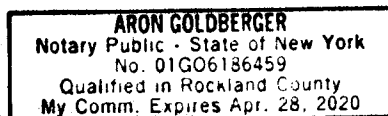
Acknowledgment by a Person Within New York State (RPL § 309-a)

STATE OF NEW YORK)
COUNTY OF Orange) ss.:
)

On the 26 day of March, 2019, before me, the undersigned, personally appeared **JOSEPH GOLDBERGER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public



SCHEDULE A
PROPERTY DESCRIPTION

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Village and Town of Haverstraw, County of Rockland and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the northerly right of way line of Broadway, said point being located at the southwest corner of lands now or formerly Olori & Neuser (Tax Lot 27.37-1-1) and the southeast corner the hereinafter intended to be described parcel;

RUNNING THENCE along said northerly right of way line of Broadway the following four courses and distances:

North 69 degrees 24 feet, 21 inches west 238.65 feet;
North 39 degrees 15 feet, 02 inches west, 164.13 feet;
On a curve to the left having a radius of 220.02 feet, an arc length of 111.35 feet;
North 68 degrees 17 feet 54 inches west, 102.91 feet;

RUNNING THENCE along the easterly, northerly and westerly line of lands now or formerly of Scaglione (Tax Lots 26.36-1-29, 26.36-1-28, 26.36-1-27 and 26.36-1-26) the following nine courses and distances:

North 22 degrees 15 feet 20 inches east, 60.47 feet.
North 34 degrees 51 feet 20 inches west, 51.20 feet.
North 72 degrees 20 feet 36 inches west, 37.20 feet
North 79 degrees 00 feet 46 inches west, 43.58 feet.
South 79 degrees 15 feet 55 inches west, 7.50 feet.
North 07 degrees 41 feet 45 inches east 34.96 feet.
South 70 degrees 20 feet 46 inches west, 49.01 feet.
North 77 degrees 29 feet 21 inches west, 98.06 feet.
South 03 degrees 07 feet 57 inches west, 85.30 feet.

RUNNING THENCE along the easterly right of way line of Samsondale Avenue the following eleven courses and distances:

North 54 degrees 53 feet 21 inches west, 28.99 feet.
North 48 degrees 20 feet 24 inches west, 22.19 feet.
North 48 degrees 22 feet 52 inches east, 4.88 feet;
North 48 degrees 37 feet 06 inches west, 56.75 feet;
North 40 degrees 01 feet 28 inches west, 76.44 feet;
North 23 degrees 12 feet 29 inches west 60.89 feet;
South 64 degrees 21 feet 20 inches west, 4.27 feet;
North 12 degrees 42 feet 14 inches west, 93.33 feet;
North 79 degrees 51 feet 04 inches east, 2.85 feet;
North 13 degrees 32 feet 09 inches west, 15.71 feet;
North 08 degrees 09 feet 17 inches west, 63.70 feet;

RUNNING THENCE along the lands or formerly of Orange & Rockland Utilities, Inc. (Tax Lot 26.08-2-39 and 27.05-1-2) the following seven courses and distances:

continued -

SCHEDULE A - CONTINUED
PROPERTY DESCRIPTION

On a curve to the left having a radius of 450.00 feet, an arc length of 96.62 feet;
North 77 degrees 50 feet 21 inches east 566.39 feet;
On a curve to the right having a radius of 360.00 feet, an arc length of 180.31 feet;
South 73 degrees 27 feet 49 inches east 57.01 feet;
On a curve to the left having a radius of 300.00 feet, an arc length of 122.94 feet;
North 83 degrees 03 feet 21 inches east, 43.33 feet;
North 82 degrees 54 feet 51 inches east 211.86 feet;

RUNNING THENCE along the westerly and southerly line of Lot 2 the following ten (10) courses and distances:

South 08 degrees 35 feet 10 inches east, 199.63 feet;
On a non-tangent curve to the right having a radius of 188.00 feet, an arc length of 162.23 feet with a chord bearing and distance of south 04 degrees 11 feet 55 inches west, 157.24 feet;
South 61 degrees 05 feet 00 inches east, 20.22 feet;
South 49 degrees 06 feet 00 inches west, 14.29 feet;
South 40 degrees 54 feet 00 inches east, 157.39 feet;
North 48 degrees 49 feet 03 inches east 42.52 feet;
North 09 degrees 49 feet 05 inches west, 105.55 feet;
North 37 degrees 24 feet 10 inches east, 107.00 feet;
North 81 degrees 22 feet 05 inches east, 113.29 feet;
North 16 degrees 38 feet 10 inches east 143.53 feet;

RUNNING THENCE along the line of other lands now or formerly of Orange & Rockland Utilities, Inc. (Tax Lot 27.05-2-6) the following five (5) courses and distances:

1. South 45 degrees 00 feet 00 inches east, 161.00 feet;
2. South 44 degrees 24 feet 40 inches west, 38.06 feet;
3. South 07 degrees 57 feet 20 inches east, 58.25 feet;
4. South 40 degrees 00 feet 56 inches east, 274.25 feet;
5. South 39 degrees 25 feet 35 inches west, 197.29 feet;

RUNNING THENCE along the northerly line of land now or formerly of the Village of Haverstraw (Tax Lot 27.37-1-32, 27.37-1-31, 27.37-1-30, 27.37-1-29, 27.37-1-28, 27.37-1-27 and 27.37-1-26) and the northerly line of lands now or formerly of Tor Avenue Realty Corp. (Tax Lot 27.37-1-4) the following two (2) courses and distances:

1. South 88 degrees 01 foot 30 inches west, 248.91 feet;
2. North 72 degrees 53 feet 00 inches west, 331.29 feet,

RUNNING THENCE along the westerly line of lands now or formerly of Tor Avenue Realty Corp. (Tax Lot 27.37-1-4) and Olori and Neuser (Tax Lot 27.37-1-1) the following three (3) courses and distances:

1. South 24 degrees 17 feet 07 inches west, 387.42 feet;
2. North 65 degrees 42 feet 53 inches west, 6.00 feet;
3. South 24 degrees 17 feet 07 inches west, 49.04 feet to the point or place of **BEGINNING**.

continued -

SCHEDULE A - CONTINUED
PROPERTY DESCRIPTION

CONSISTING of 924,693 square feet of land.

TOGETHER with an easement for ingress and egress over lands now or formerly of Orange & Rockland Utilities, Inc. (Tax Lots 26.08-2-39, 27.05-1-2- 27.05- 2-6) as recited in Liber 946, Page 960.

Subject to the following easements:

A. Right of way granted to Orange & Rockland Utilities, Inc. and New York Telephone Company as recited in Liber 1001, Page 329.

B. Sanitary Sewer Easement to the Joint Regional Sewerage Board as recited in Liber 982, Page 967.

C. Easement to the Village of Haverstraw dated August 19, 1968.

Also, subject to a proposed utility easement to Admirals Cove Haverstraw, LLC (Tax Lot 27.05-2- 1.1) further bounded and described as follows:

BEGINNING at a point on the northerly right of way line of Broadway said point being distant North 69 degrees 24 feet 21 inches west, 163.48 feet as measured in a northwesterly direction along said northerly right of way line of Broadway, from a point on said northerly right of way line of Broadway located at the southwest corner of lands now or formerly of Olori & Neuser (Tax Lot 27.37- 1-1);

RUNNING THENCE North 69 degrees 24 feet 21 inches west, 22.76 feet along said northerly right of way line of Broadway;

RUNNING THENCE thru Lot 1 the following five (5) courses and distances:

1. North 49 degrees 06 feet 00 inches east, 226.14 feet;
2. North 40 degrees 54 feet 00 inches west, 15.00 feet;
3. North 49 degrees 06 feet 00 inches east, 405.00 feet;
4. North 40 degrees 54 feet 00 inches west, 5.00 feet;
5. North 49 degrees 06 feet 00 inches east, 93.91 feet,

RUNNING THENCE along the westerly line of Lot 2 the following three (3) courses and distances:

1. On a non-tangent curve to the right having a radius of 188.00 feet, an arc length of 46.09 feet, with a chord bearing and distance of South 21 degrees 53 feet 47 inches west, 45.97 feet;
2. South 61 degrees 05 feet 00 inches east, 20.22 feet;
3. South 49 degrees 06 feet 00 inches west, 14.29 feet;

THENCE South 49 degrees 06 feet 00 inches west, 665.99 feet thru Lot 1 to the point or place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 1 in Block 2 on the Rockland County Tax Map.

Said premises is known as: 152 Broadway, Haverstraw, NY

QUITCLAIM DEED

152 HAVERSTRAW HOLDCO Section 27.05
LLC, a Delaware Limited Liability Block 2
Company Lot 1
Rockland County, Town and Village of Haverstraw

To
152 BROADWAY HAVERSTRAW Street Address: 152 Broadway, Haverstraw, New
NY LLC, a New York Limited York 10927
Liability Company

Return By Mail To:

RONALD J. COHEN, ESQ./SMY - FILE NO.: 19076
Cohen, LaBarbera & Landrigan, LLP
ATTENTION: Sammy Yeoman, Paralegal Supervisor
99 Brookside Avenue
Chester, New York 10918
Telephone: (845) 291-1900

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

FOR COUNTY USE ONLY

C1. SWIS Code

392201

C2. Date Deed Recorded

4/19/2019

C3. Book

2019

C4. Page

11018



New York State Department of
Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property
Location

152

Broadway

* STREET NUMBER

* STREET NAME

Town of Haverstraw

Village of Haverstraw

10927

* CITY OR TOWN

VILLAGE

* ZIP CODE

2. Buyer
Name

152 BROADWAY HAVERSTRAW

NY LLC

* LAST NAME/COMPANY

FIRST NAME

LAST NAME/COMPANY

FIRST NAME

3. Tax
Billing
Address

Indicate where future Tax Bills are to be sent
if other than buyer address(at bottom of form)

LAST NAME/COMPANY

FIRST NAME

STREET NUMBER AND NAME

CITY OR TOWN

STATE

ZIP CODE

4. Indicate the number of Assessment
Roll parcels transferred on the deed

1

of Parcels

OR

☐

Part of a Parcel

(Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists

☐

5. Deed
Property
Size

X

OR

21.55

* FRONT FEET

* DEPTH

* ACRES

4B. Subdivision Approval was Required for Transfer

☐

4C. Parcel Approved for Subdivision with Map Provided

☐

6. Seller
Name

152 HAVERSTRAW HOLDCO LLC

FIRST NAME

LAST NAME/COMPANY

FIRST NAME

*7. Select the description which most accurately describes the
use of the property at the time of sale:

J. Industrial

Check the boxes below as they apply:

8. Ownership Type is Condominium

☐

9. New Construction on a Vacant Land

☐

10A. Property Located within an Agricultural District

☐

10B. Buyer received a disclosure notice indicating that the property is in an
Agricultural District

☐

SALE INFORMATION

11. Sale Contract Date

3/25/2019

* 12. Date of Sale/Transfer

03/25/2019

*13. Full Sale Price

0.00

(Full Sale Price is the total amount paid for the property including personal property.
This payment may be in the form of cash, other property or goods, or the assumption of
mortgages or other obligations.) Please round to the nearest whole dollar amount.

15. Check one or more of these conditions as applicable to transfer:

☐ A. Sale Between Relatives or Former Relatives

☐ B. Sale between Related Companies or Partners in Business.

☐ C. One of the Buyers is also a Seller

☐ D. Buyer or Seller is Government Agency or Lending Institution

☐ E. Deed Type not Warranty or Bargain and Sale (Specify Below)

☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)

☐ G. Significant Change in Property Between Taxable Status and Sale Dates

☐ H. Sale of Business is Included in Sale Price

☐ I. Other Unusual Factors Affecting Sale Price (Specify Below)

☐ J. None

*Comment(s) on Condition:

14. Indicate the value of personal
property included in the sale

0.00

Asset Protection/Tax Planning, zero consideration

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which Information taken(YY) 18

*17. Total Assessed Value

4,526,300

*18. Property Class

710

*19. School District Name

North Rockland CSD

*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional Identifier(s))

392201 27.05 - 2 - 1

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful
false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

SELLER SIGNATURE

DATE

BUYER SIGNATURE

BUYER SIGNATURE

DATE

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or
entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party
who can answer questions regarding the transfer must be entered. Type or print clearly.)

GOLDBERGER

JOSEPH

* LAST NAME

FIRST NAME

* AREA CODE

* TELEPHONE NUMBER (Ex: 9999999)

152

Broadway

* STREET NUMBER

* STREET NAME

Haverstraw

NY

10927

* CITY OR TOWN

* STATE

* ZIP CODE

BUYER'S ATTORNEY

COHEN, ESQ.

RONALD J

LAST NAME

FIRST NAME

(845)

291-1900

AREA CODE

TELEPHONE NUMBER (Ex: 9999999)

Exhibit F

EXHIBIT C

18038/2014 Judgment

Page 1 of 6

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

RYVKIE GOLDBERGER

Plaintiff(s)

against

BLUE BEVERAGE GROUP INC. and
152 BROADWAY HAVERSTRAW NY LLC

Defendant(s)

Index No.

Address of Plaintiff:

18038-14
479 BEDFORD AVENUE
BROOKLYN, NY 11205

JUDGMENT BY
CONFESSION

Amount Confessed\$ 6,098,000.20
Interest0
\$ 6,098,000.20

Costs by Statute\$
Transcript
Fees on Execution
Satisfaction
Filing Fee210.00
Total (costs and disbursements) \$ 210.00

Total \$ 6,098,210.20

STATE OF NEW YORK, COUNTY OF KINGS

ATTORNEY'S AFFIRMATION

The undersigned, attorney at law of the State of New York, affirms that he is

attorney(s) for the plaintiff attorney(s) for the plaintiff herein and states that the disbursements above specified are correct and true and have been or will necessarily be made or incurred herein and are reasonable in amount and affirms this statement to be true under the penalties of perjury.

Dated: December 30, 2014

Print Name Beneath Signature

BARRY R. FEERST

JUDGMENT entered the 30th day of December 2014
On filing the foregoing affidavit of Confession of Judgment made by the defendants herein, sworn to the day of

NOW, ON MOTION OF BARRY R. FEERST
attorney(s) for plaintiff it is
ADJUDGED that RYVKIE GOLDBERGER

plaintiff(s),

residing at 479 BEDFORD AVENUE BROOKLYN, NY 11205

do recover of BLUE BEVERAGE GROUP INC. and 152 BROADWAY HAVERSTRAW NY LLC

defendant(s),

residing at 248 FLUSHING AVE, BROOKLYN, NY 11205

the sum of \$ 6,098,000.20 with interest of \$ 0 making a total of \$ 6,098,000.20
together with \$ 210.00 costs and disbursements, amounting in all to the sum of \$ 6,098,210.20
and that plaintiff have execution thereof.

Clerk

Index No.

COURT

COUNTY OF

Affidavit and Judgment by Confession NANCY T. SUNSHINE
Clerk

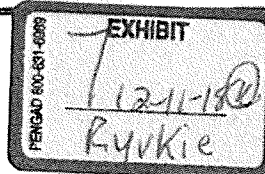
against

2014 DEC 30 PM 3:56
KINGS COUNTY CLERK

Attorney(s) for

Office and Post Office Address

Defendant(s)



245 — Confession of Judgment, Ind. or Corp. Blank Court

Blumberg Excelsior, Publisher, NYC 10013
www.blumberg.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

Index No. 18038/14

RYVKIE GOLDBERGER

Plaintiff(s)

against

BLUE BEVERAGE GROUP INC. and
152 BROADWAY HAVERSTRAW NY LLC

Defendant(s)

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

STATE OF NEW YORK, COUNTY OF KINGS

ss.:

JOSEPH GOLDBERGER

being duly sworn, deposes and says: that deponent is

† (the PRINCIPAL OF BLUE BEVERAGE GROUP INC. 152 BROADWAY HAVERSTRAW NY LLC
the defendant corporations and is duly authorized to make this affidavit on behalf of the corporate)
defendants herein as well as the individual defendant named above.

The defendants hereby confess judgment herein and authorize entry thereof against defendants in the sum of

\$ 6,098,000.20

Defendants reside at 248 FLUSHING AVE, BROOKLYN, NY 11205
in the County of KINGS State of NEW YORK

Defendants authorize entry

of judgment in ANY

County, New York, if said residence address is not in New York State.

This confession of judgment is for a debt justly*
the following facts:

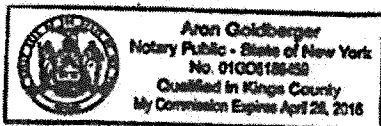
due to the plaintiff arising from

THIS AFFIDAVIT REFLECTS THE PAYMENTS DUE FROM THE DEFENDANTS TO THE PLAINTIFF
PURSUANT TO DEMAND LOANS MADE BY PLAINTIFF TO DEFENDANTS AS EVIDENCED BY THE
PROMISSORY NOTE AND PRINTOUT OF LOANS AND ADVANCES MADE BY PLAINTIFF TO
DEFENDANTS WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

This affidavit if made in connection with an agreement for the purchase for \$1,500.00 or less of any commodities for any use
other than a commercial or business use upon any plan of deferred payments whereby the price or cost is payable in two or more
installments, was executed subsequent to the time a default occurred in the payment of an installment thereunder.

Sworn to before me this

30 day of DECEMBER, 2014



† Strike out matter in parenthesis if defendant is individual.
* Insert words "to become" if debt is not yet due.
** If in a city court, insert name of court, UCCA §1403.

BLUE BEVERAGE GROUP INC

152 BROADWAY HAVERSTRAW NY LLC

Joseph Goldberger *Joseph Goldberger*

The names signed must be printed beneath

BY: JOSEPH GOLDBERGER

BY: JOSEPH GOLDBERGER

President & Managing member

DEMAND PROMISSORY NOTE

\$6,098,000.20

DATED AS OF JULY 14, 2008

FOR VALUE RECEIVED, BLUE BEVERAGE GROUP INC. and 152 BROADWAY HAVERSTRAW NY LLC, having an address at 248 Flushing Avenue, Brooklyn, NY 11205 ("Maker"), hereby covenants and promises to pay, on demand, the sum noted above, to RYVKIE GOLDBERGER, of _____, Brooklyn, New York ("Payee"), or order, at Payees' address first above written or at such other address as the Payees may designate in writing, all sums due pursuant to loans and or advances made by Ryvkie Goldberger to the makers hereof, in lawful money of the United States of America.

IN WITNESS WHEREOF, the Maker has executed this Note on the date first above written.

BLUE BEVERAGE GROUP INC.

152 BROADWAY HAVERSTRAW NY LLC,

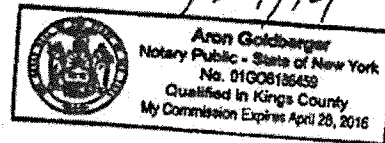

By: JOSEPH GOLDBERGER


By: JOSEPH GOLDBERGER

STATE OF NEW YORK)
COUNTY OF KINGS)ss.:

On the 24 day of MAY, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH GOLDBERGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



10/03/2014 Judgment

Page 5 of 6

10:07 AM
10/29/13
Accrual Basis

Blue Beverage Group
Account QuickReport
As of December 31, 2012

Transfer	08/30/2010	GOLDBERGER, JOSEPH	33,512.98
Transfer	07/07/2010	GOLDBERGER, JOSEPH 478 BEDFORD AVE #1	150,000.00
Transfer	11/09/2011	Joseph Goldberger	200,000.00
Transfer	11/16/2011	Joseph Goldberger	300,000.00
Transfer	07/07/2009	Joseph Goldberger (HSBC Bank)	300,000.00
Deposit	12/29/2009	Joseph Goldberger / Apple	100,000.00
Deposit	01/12/2010	Joseph Goldberger / Apple	100,000.00
Deposit	01/15/2010	Joseph Goldberger / Apple	150,000.00
Deposit	01/20/2010	Joseph Goldberger / Apple	200,000.00
Deposit	01/29/2010	Joseph Goldberger / Apple	32,000.00
Deposit	02/04/2010	Joseph Goldberger / Apple	200,000.00
Deposit	02/26/2010	Joseph Goldberger / Apple	32,000.00
Deposit	04/30/2010	Joseph Goldberger / Apple	32,000.00
Deposit	05/25/2010	Joseph Goldberger / Apple	150,000.00
Transfer	03/29/2010	Joseph Goldberger / Apple	32,000.00
Transfer	06/01/2010	Joseph Goldberger / Apple	33,512.98
Transfer	07/14/2010	Joseph Goldberger / Apple	150,000.00
Deposit	11/25/2009	Joseph Goldberger / HSBC	32,077.24
Transfer	07/29/2011	Joseph Ryvkie Goldberger	70,000.00
Deposit	02/17/2010	Joseph Ryvkie Goldberger	100,000.00
Deposit	03/08/2010	Joseph Ryvkie Goldberger	30,000.00
Deposit	03/11/2010	Joseph Ryvkie Goldberger	170,000.00
Transfer	08/11/2010	Joseph Ryvkie Goldberger	100,000.00
Transfer	08/19/2010	Joseph Ryvkie Goldberger	40,000.00
Transfer	09/02/2010	Joseph Ryvkie Goldberger	60,000.00
Transfer	09/28/2010	Joseph Ryvkie Goldberger	50,000.00
Transfer	10/06/2010	Joseph Ryvkie Goldberger	70,000.00
Transfer	10/14/2010	Joseph Ryvkie Goldberger	180,000.00
Transfer	11/02/2010	Joseph Ryvkie Goldberger	50,000.00
Transfer	11/04/2010	Joseph Ryvkie Goldberger	150,000.00
Transfer	12/23/2010	Joseph Ryvkie Goldberger	120,000.00
Transfer	01/13/2011	Joseph Ryvkie Goldberger	50,000.00
Transfer	01/21/2011	Joseph Ryvkie Goldberger	200,000.00
Transfer	03/11/2011	Joseph Ryvkie Goldberger	150,000.00
Transfer	04/04/2011	Joseph Ryvkie Goldberger	25,000.00
Transfer	08/01/2011	Joseph Ryvkie Goldberger	70,000.00
Transfer	11/18/2011	Joseph Ryvkie Goldberger	200,000.00
Transfer	11/22/2011	Joseph Ryvkie Goldberger	200,000.00
Transfer	11/30/2011	Joseph Ryvkie Goldberger	70,000.00
Transfer	12/29/2011	Joseph Ryvkie Goldberger	100,000.00
Transfer	02/14/2012	Joseph Ryvkie Goldberger	100,000.00
Transfer	02/29/2012	Joseph Ryvkie Goldberger	50,000.00
Transfer	03/16/2012	Joseph Ryvkie Goldberger	50,000.00
Transfer	03/22/2012	Joseph Ryvkie Goldberger	50,000.00
Transfer	03/29/2012	Joseph Ryvkie Goldberger	70,000.00
Transfer	03/30/2012	Joseph Ryvkie Goldberger	30,000.00

10/29/2014 Judgment

Page 6 of 6

10:07 AM
10/29/13
Accrual Basis

Blue Beverage Group Account QuickReport

Transfer	04/17/2012	Joseph Ryvkie Goldberger	50,000.00
Transfer	04/26/2012	Joseph Ryvkie Goldberger	50,000.00
Transfer	08/22/2012	Joseph Ryvkie Goldberger	15,000.00
Transfer	06/28/2012	Joseph Ryvkie Goldberger	100,000.00
Transfer	07/05/2012	Joseph Ryvkie Goldberger	100,000.00
Transfer	10/03/2012	Joseph Ryvkie Goldberger	15,000.00
Transfer	11/30/2012	Joseph Ryvkie Goldberger	100,000.00
Transfer	12/07/2012	Joseph Ryvkie Goldberger	15,000.00
Transfer	12/14/2012	Joseph Ryvkie Goldberger	35,000.00
Deposit	05/28/2009	Joseph Ryvkie Goldberger (HSBC)	50,000.00
Deposit	05/28/2009	Joseph Ryvkie Goldberger (HSBC)	140,000.00
Transfer	06/03/2009	Joseph Ryvkie Goldberger (HSBC)	50,000.00
Transfer	08/20/2009	Joseph Ryvkie Goldberger (HSBC)	100,000.00
Transfer	09/17/2009	Joseph Ryvkie Goldberger (HSBC)	127,000.00
Transfer	04/06/2012	Joseph Ryvkie Goldberger	50,000.00
Transfer	03/29/2010	Joseph Goldberger / Apple (Telf & Lowy)	100,000.00
			5,869,103.20
Deposit	12/10/2008	JRG Trust	70,000.00
Deposit	01/25/2010	JRG Trust	100,000.00
Deposit	07/14/2008	Wire JRG Trust (HSBC)	33,897.00
Deposit	12/02/2008	Wire JRG Trust (HSBC)	28,000.00
			228,897.00